

7-27-16

AGREEMENT TO PROVIDE AMBULANCE SERVICE

By and Between

HINDS COUNTY, MISSISSIPPI

and

MOBILE MEDIC AMBULANCE SERVICE, INC.

(d/b/a AMERICAN MEDICAL RESPONSE)

2016

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1. Introduction.

WHEREAS, Hinds County, Mississippi, (the "County") has contracted with American Medical Response ("AMR") (with the latter party having the legal name, Mobile Medic Ambulance Service, Inc.) since December 21, 1990, whereby AMR provides the County with advanced life support and basic life support emergency medical service and ambulance service, and

WHEREAS, between December 21, 1990 and March 21, 2016, the parties mutually agreed to, accepted, adopted and implemented numerous changes to the original Agreement in the form of edits, amendments, renewals and extensions which resulted in an unwieldy document, and

WHEREAS, both parties collaborated over several months in 2015 and 2016 to produce a consolidated edition of the Agreement which (a) incorporated and unified all provisions were still in force from previous editions, renewals, extensions and amendments of the Agreement and (b) excluded all provisions in previous editions, renewals, extensions and amendment which were no longer in force or which had become obsolete, and

WHEREAS, both parties on March 21, 2016 adopted the consolidated edition of the Agreement to replace and supersede all previous editions of the Agreement, thereby establishing the consolidated edition adopted that date as the current and sole Agreement between the parties, subject to future revisions duly-approved by both parties, and

WHEREAS, since March 21, 2016, both parties have collaborated and have obtained input from certain other entities with an interest in the Hinds County emergency medical and ambulance system regarding new amendments to the current Agreement with said amendments focused on strengthening the emergency medical and ambulance service system throughout the County including the municipalities thereof, and

WHEREAS, the parties are satisfied that they have arrived at mutually-acceptable and mutually-beneficial language for amendments to the Agreement which will enhance EMS and ambulance service throughout the County including the municipalities,

NOW, THEREFORE, *Hinds County, Mississippi and Mobile Medic Ambulance Service, Inc., d/b/a American Medical Response, hereby jointly and mutually accept, approve, adopt and enter into the following amended agreement with said adoption effective as of September 1, 2016:*

2. Considerations from the County to AMR: In consideration for the Services to be performed by AMR as hereinafter set forth, the County warrants and represents that will provide the following considerations to AMR:

2.1 Subsidy. Each fiscal year of the term of this Agreement, the County will provide AMR a subsidy equal to 15 (fifteen) cents per capita of the County's resident population as identified by the most recent decennial US Census. The procedures for calculating and administering the

subsidy shall comply with State of Mississippi laws and regulations governing subsidies which governmental bodies pay to ambulance service contractors. Those laws and regulations include but are not limited to those which are duly-promulgated by the State to control the Emergency Medical Services Operating Fund ("EMSOF"). The County may pay AMR in equal monthly installments. The first payment may be pro-rated to cover the balance of the month during which this amended Agreement becomes effective. Subsequent payments will be due on the fifth day after the start of each month.

2.2 911 Service. The County will ensure that all calls received by a Public Safety Answering Point for ambulance service including, but not limited to, 911 calls, will be transferred to AMR's communications center (the "EMS Control Center"). The County will not refuse any calls for ambulance or transport services because of the nature of the request. Calls received by AMR which are not classified as emergency calls by AMR's call-taker / dispatcher will be referred to an appropriately licensed ambulance service, holding a county-issued certificate of need, upon specific request for such ambulance service by the caller. The County will use its best efforts to require that all 911 calls be recorded and that such recordings be made available to AMR as permitted by applicable law. AMR will also use its best efforts to record all 911 calls and will make such recordings available to the County as permitted by applicable law. The County will use its best efforts to establish a secondary Public Safety Answering Point at the EMS Control Center at the expense of the E-911 Commission. In addition, AMR and the County will establish communications guidelines to ensure the appropriate EMS response to medical emergencies in the County. Such guidelines shall be substantially in the form attached hereto as Exhibit 1. The establishment of a secondary Public Safety Answering Point at the EMS Control Center to be funded by the E-911 Commission is a condition precedent to the obligations of AMR and the County under this Agreement and, in the event of the failure of such condition, neither AMR nor the County will be entitled to any remedy against the other under this Agreement.

2.3 Ordinance. The County has adopted and enacted an Ordinance for Ambulance Service substantially in the form attached hereto as Exhibit 2. Such Ordinance applies to all providers or would-be providers of ambulance service in Hinds County, inclusive of all municipalities in the County which by resolution or other instrument have agreed to be bound by such Ordinance, including the City of Jackson.

2.4 Agreement with the City of Jackson. The County has entered into an Agreement with the City of Jackson providing that the County, pursuant to this Agreement, will provide Ambulance Service for the City of Jackson and that the City of Jackson will be bound by the County Ordinance for Ambulance Service, with said County Ordinance attached as Exhibit 2, that all ordinances of the City of Jackson concerning emergency and nonemergency ambulance service have been repealed, that the City of Jackson will not operate an ambulance service and will not adopt ordinances concerning emergency and nonemergency ambulance services during

the term of this Agreement or any extension or modification of this Agreement. The Agreement between the County and the City of Jackson is attached as Exhibit 3.

2.5 EMS Lead Agency. The County designates AMR as the Emergency Medical Services (EMS) Lead Agency for Hinds County and the municipalities contained therein. As such Lead Agency, AMR, through the EMS Control Center, will coordinate all EMS activity in the County. It is the intent of AMR to utilize local fire-rescue departments as first responder units. As defined through mutual aid agreements, AMR shall be responsible for requesting first responder assistance for presumptive Emergency Transport Calls and other situations. It is understood that AMR will notify the Hinds County Emergency Operations Center to alert appropriate County fire-rescue department first responders on presumptive Emergency Transport calls and other situations as defined in mutual aid agreements. AMR will provide medical first responder training to such local fire-rescue departments.

3. Service Provided by AMR. In return for the considerations set forth in Section 2, AMR will provide the following services under the terms specified below:

3.1 Charges. AMR will charge the basic rates per run and the additional charges as set forth in Exhibit 4 attached hereto. AMR acknowledges that it is responsible for billing and collecting for such services. All fees for services rendered shall remain the property of AMR. AMR will keep on file with the County a schedule of its rates and fees in a format substantially as that set forth in Exhibit 4.

Each calendar year of this Agreement, AMR may automatically adjust its rates and charges no more than one (1) time annually in amounts which, taken cumulatively, shall not cause the total amount of such rates and charges to increase more than annual increase in the average of the Consumer Price Indices for the Medical Care and Medical Care Services Major Groups (or successor indices). To accomplish such an increase in rates and charges, AMR shall file with the County an annual statement of its rates and charges (with each statement identified as a new Exhibit 4 to this Agreement) and give notice thereof to each Supervisor of the County at or about the same time annual reports are filed with the County pursuant to Section 3.6 of this Agreement. Each annual statement (i.e., each new Exhibit 4 to this Agreement) shall set forth the separate and aggregate adjustments in rates and charges. Such annual adjustments in rates and charges shall be effective thirty (30) days after the date on which AMR filed notice with the County and each Supervisor in accordance with Section 13 of this Agreement.

In addition to the foregoing, in the event of extraordinary increases in costs outside of AMR's control, AMR may make separate application to the County for an adjustment in rates and charges. To accomplish such an increase in rates/charges, AMR shall file with the County an application to amend Exhibit 4 of the Agreement and give notice thereof to each Supervisor of

the County. Such application shall identify such increases in costs to AMR and the rates/charges to be increased. Such application shall be deemed granted by the County and such adjustments in rates and charges shall be effective thirty (30) days after the date on which AMR filed its application with the County and each Supervisor in accordance with Section 13 of this Agreement unless, within said thirty (30) days and with ten (10) days prior notice to AMR of the date, time and place at which such determination may be made, the Board shall determine that such increases in costs are not outside AMR's reasonable control.

AMR may charge patients a non-transport fee for sprint medic service (defined in Section 3.4.1) only after the sprint medic has (i) conducted an "initial assessment" of the patient which shall include vital signs, checking motor-sensory function and, per individual patient needs, the interpretation of an electrocardiogram and (ii) recommended that the patient ride in AMR's ambulance to the hospital, but the patient then declines ambulance transport.

In addition to the foregoing, if the State Department of Health approves additional supplies and / or medications for use in connection with the services provided by AMR under this Agreement, AMR may make separate application to the County to implement reasonable fees and charges for such additional supplies and / or medications. To implement reasonable fees and charges for such additional supplies and / or medications, AMR shall file an application to amend Exhibit 4 to the Agreement with the County and give notice thereof to each Supervisor of the County. Such application shall identify such additional supplies and / or medications and the fees and charges therefor. Such application shall be deemed granted by the County and such new fees and charges shall be effective thirty (30) days after the date on which AMR filed its application with the County and each Supervisor in accordance with Section 13 of this Agreement unless, within said thirty (30) days after the date of AMR's filing complaint with Section 13 and with ten (10) days prior notice to AMR of the date, time and place at which such determination shall be made, the Board shall determine not to allow such new fees and charges. In such event, the fees and charges for such additional supplies and / or medications may be included by AMR in an automatic annual increase in rates and charges as provided above.

The County reserves the right to review the financial records of AMR during normal business hours, upon reasonable notice, to determine compliance with this paragraph 3.1.

3.1.1 Material Changes. Notwithstanding any other provision of this Agreement, in the event that laws, rules or regulations are adopted, amended or interpreted in a manner that results in a material adverse impact on reimbursement for medical transports, or there is a material decline in total transport volume in AMR's Hinds County operation:

- a. upon thirty (30) days notice to (i) the County and (ii) each Supervisor of the County, AMR will only be obligated to provide advanced life support (ALS) ambulance services when it can be reimbursed for such services and it may provide basic life support (BLS) ambulance services for all other calls;
- b. upon notice by AMR to (i) the County and (ii) each Supervisor of the County, the County and AMR shall renegotiate, in good faith, the rates and charges provided hereunder by the County; and
- c. if said negotiations are not completed to AMR's satisfaction within thirty (30) days after the last effective date of such notices to renegotiate, AMR may at any time thereafter elect to terminate the Agreement upon one hundred and fifty (150) days notice to (i) the County and (ii) each Supervisor of the County.
- d. If AMR elects to exercise the option set forth in (a), the County shall modify any provision of the Agreement or Ordinance inconsistent with this paragraph and such election. Further, if AMR elects to exercise the option set forth in (b), the County shall, consistent with the outcome of negotiations provided for in (b), shall modify any provision of the Agreement or Ordinance inconsistent with this paragraph and such election.

3.1.2 Considerations Regarding County and City Prisoners. AMR agrees to provide local ambulance service that is medically necessary with no out-of-pocket expense to the County or to the Cities in the County for treatment and / or transport provided to County and City prisoners who under the custody of the County Sheriff or a City. AMR will not bill the County or Cities in the County for treatment and / or ambulance transportation of such prisoners. AMR will bill the insurance of AMR-transported prisoners who have insurance. For prisoners of the State of Mississippi who are held in a correctional facility which is under the on-going control of the County or a City in the County, AMR, after treating and / or transporting such prisoner(s), shall bill the State of Mississippi for the cost of services rendered. Neither the County nor any City in the County shall be responsible for any unpaid portion of billing for services provided to such State prisoners described above.

3.2 Subscription / Membership Service. AMR will offer the residents of Hinds County a discount program known as a subscription / membership service with terms and conditions substantially in the form as set forth on Exhibit 5. However, if any federal or state law, rule or regulation (i) renders subscription / membership programs illegal or (ii) requires all payments for ambulance services to be made on an assignment-only basis (i.e., ambulance

service suppliers must accept the Medicare allowed charge as payment in full and may not bill the beneficiary any amount at all), AMR may modify or terminate said subscription / membership service upon thirty (30) days' notice to (i) the County; (ii) each Supervisor of the County; (iii) the general public by publication of such notice in a newspaper of general circulation in Hinds County; and (iv) each subscriber / member. Said notices shall be deemed to have been given three (3) days after depositing the same in the United States mail, postage prepaid, addressed to the last address known to AMR of each subscriber / member. If the subscription / membership program is terminated, AMR shall reimburse to each subscriber / member a pro-rata portion of the annual membership fee.

3.3 Response Time. Response times will be calculated from the receipt by the EMS Control Center of "essential information" until the arrival at the scene of the incident by an Advanced Life Support ("ALS") transport-capable unit or a non-ambulance ALS "sprint medic" (e.g., a paramedic in a non-transport-capable vehicle with all BLS and ALS equipment and supplies except a stretcher). The "essential information" shall include location where the ambulance is needed (to include, if the initial location information is obtained from a 911 database, confirmation that the patient's location is the same as that of the caller or confirmation of the patient's actual location), call-back number and chief complaint or nature of the patient's problem). AMR's compliance with response time reliability standards specified in Section 3.3.1 shall apply to the total number of Emergency Transport Calls to which one or more AMR advanced life support ambulances and / or AMR sprint medics are dispatched by one of AMR's certified Emergency Medical Dispatchers (EMD'S), as such terms are defined in the County's Ordinance for Ambulance Service, after the EMD has made the discernment specified in Section 3.3.1 below, minus all responses which AMR justifiably excludes per Section 3.3.2. AMR shall calculate and report the response times produced on such calls for each calendar month and the Contract Administrator shall verify the accuracy of such calculations and reports.

3.3.1 Response Time Reliability Standards. The response time reliability standard herein shall apply solely to Emergency Transport Calls which AMR's certified Emergency Medical Dispatchers (EMD's) have discerned (based on their training and their adherence to nationally-accepted tools and techniques) as warranting the presumption the call involves one or more patients with one or more manifest or imminent conditions threatening to life, limb or bodily (organ or system) function. Emergency Transport Calls which an AMR EMD discerns as warranting the presumption of a patient with a manifest or imminent life-, limb- or function-threatening condition shall be known as Priority 1 ("P1") calls. Emergency Transport Calls which AMR's EMD discerns as not warranting a presumption of a manifest or imminent condition threatening life, limb or bodily function shall be known as Priority 2 ("P2") calls. AMR ambulances and/or sprint trucks shall respond to Priority One calls in

Emergency Mode (lights and siren). As circumstances require or permit, AMR will change the assignment of an ambulance initially dispatched to a P2 scene, so that the ambulance is re-directed to a P1 scene (if the crew has not already made contact with the Priority 2 patient).

For locations within the corporate limits of the City of Jackson and the City of Clinton, AMR will produce, each calendar month, a response time of eight (8) minutes or less on at least eighty-five percent (85%) of Priority One Emergency Transport Calls. For locations within the corporate limits of the City of Byram, AMR will produce, each calendar month, a response time of twelve (12) minutes or less on at least eighty-five percent (85%) of Priority 1 Emergency Transport Calls. For locations within Hinds County but outside Jackson, Clinton and Byram, AMR will produce, each calendar month, a response time of eighteen (18) minutes or less on at least eighty-five percent (85%) of Priority 1 Emergency Transport Calls.

3.3.2 Excluded Responses. Response times non-compliant with Provision 3.3.1 which are due to factors beyond the reasonable control of AMR shall be excluded from calculating AMR's compliance with the response time reliability standards established herein. AMR shall report to the Contract Administrator each Priority 1 Emergency Transport Call to be excluded and specify the circumstances justifying the exclusion. Exclusion of such responses shall be subject to confirmation by the Contract Administrator. Priority 1 Emergency Transport Calls delayed by the following circumstances shall be presumptively excluded, subject to the Contract Administrator's confirmation.

- a. Road conditions and obstructions and blocked railroad crossings which could reasonably be expected to impair response time. Heavy traffic shall not be cause for exclusion unless the road conditions or traffic prevent AMR from avoiding or maneuvering around or through the traffic.
- b. Responses which occur during periods of severe weather conditions which could reasonably be expected to substantially impair response time performance.
- c. Excess responses which occur during periods of unusual system overload. "Unusual system overload" is defined as a period of time during which more than seven (7) Emergency Transport Calls, as such term is defined in the Hinds County County Ordinance for Ambulance Service, are simultaneously in progress within Hinds County including the Cities in Hinds County. Excess responses are those responses after the seventh simultaneous Emergency Transport Call.

- d. Responses during a declared disaster in (i) Hinds County or (ii) a mutual aid jurisdiction which has requested assistance from AMR.
- e. Responses delayed because of faulty address-match data from the 911 computer or incorrect or insufficient information from the caller.
- f. Responses resulting in no transport (e.g., where no patient is found to exist, subjects who refuse ambulance transport, subjects transported by private vehicle prior to AMR's arrival and calls canceled prior to AMR's arrival on scene).

3.3.3 Response Time Penalty.

- a. In the event AMR fails to meet a "response time reliability standard" set for in Section 3.3.1 for two consecutive calendar months, the County will assess of AMR a penalty of \$2,500 (two thousand five hundred dollars) per whole percentage point less than the required eighty-five percent (85%) response time reliability in the second month. AMR's compliance with the response time reliability standards will be measured separately and penalties will be assessed separately for the City of Jackson, City of Clinton, City of Byram and Hinds County outside Jackson, Clinton and Byram. Penalties will be assessed beginning with the second consecutive month of response time deficiency and will be assessed only for whole percentage point deficiencies. The penalty provided by this Section 3.3.3 shall be the exclusive remedy for failure to meet the response time reliability standards of Section 3.3.1; except that, if AMR fails to meet response time standards for three (3) consecutive months for any combination of the four jurisdictions (the City of Jackson, the City of Clinton, the City of Byram and Hinds County outside Jackson, Clinton and Byram), then such failure(s) shall constitute an Event of Default by AMR in accordance with Section 4.1.1 hereof.
- b. In the event that an AMR transport unit does not arrive at the scene of a Priority 1 response (i) in less than 45 (forty-five) minutes in any location in the city limits of the City of Byram, City of Clinton or City of Jackson or (ii) in less than one hour at a Priority 1 scene anywhere else in Hinds County, and such a response does not warrant exclusion in calculating AMR's compliance with response time reliability standards (as provided in Section 3.3.2 above), then AMR shall not bill the patient or other responsible party for any services or portions of services for such response.

3.4 Service (a comprehensive description). AMR will provide all of Hinds County including municipalities within Hinds County with Advanced Life Support (ALS) Ambulance Service twenty-four (24) hours per day, seven (7) days per week, every day of the year for response to Emergency Transport Calls as well as Basic Life Support-only (BLS-only) Ambulance Service during hours with high need for BLS-only Ambulance Service. AMR will use BLS-only ambulances and crews solely for response to Routine/Non-emergency Transport Calls. AMR may use ALS Ambulances to respond to BLS Patients when call demand allows or requires such response. All services from AMR, including but not limited to ALS Ambulance Service, sprint medic service (defined below) and BLS-only Non-emergency Ambulance Service, shall comply with the standards in the Ordinance for Ambulance Service adopted by the County.

3.4.1 Sprint Medic Service. In addition to providing transport-capable ambulances, AMR must use its best efforts to provide at least two "sprint medics" seven days per week, twenty-four hours per day for responding to calls for emergency ambulance service, which the County expects AMR to use to reach scenes in unincorporated areas as well as in incorporated parts of the of the County with less than 20,000 population. In addition, AMR may provide sprint medic service in other areas of the County, provided the Contract Administrator has approved same prior to AMR's inaugurating such service in applicable areas. In every instance in which AMR dispatches a sprint medic to respond to a call for emergency ambulance service, AMR shall simultaneously dispatch the closest available ALS ambulance. The County may request a sprint medic's assistance for specific functions.

3.4.2 Use of BLS-only Ambulances for Patient Transport from Mass Casualty Incidents.

In an incident with multiple patients which appropriate authorities have declared a disaster or which, in the County's view, will likely declare a disaster, AMR may, if it is necessary, transport emergency patients with non-lifethreatening conditions (Priority 2 patients) with BLS crews and BLS ambulances. AMR may not initiate transporting Priority 2 patients from a mass casualty scene using BLS resources unless and until the Contract Administrator, County Administrator or Emergency Management Director has approved such transports. AMR must cease transporting Priority 2 patients with BLS resources as soon as possible during the company's management of the multi-patient disaster scene.

3.4.3 Emergency Medical Dispatch (EMD). AMR shall provide certified EMD's around the clock in AMR's communications center. AMR's communications center personnel who receive 911 calls must maintain certification as an EMD from a nationally-recognized source of such training (e.g., the International Academy of Emergency Medical Dispatch or the Association of Public-Safety Communications Officials). AMR's EMD's will, on every emergency medical call, closely follow protocols developed for EMS telecommunicators by

such nationally-recognized authorities. Further, AMR's EMD's will comply with the procedures of Exhibit 1.

3.4.4 Training for EMS Caregivers. Each calendar year of the Term of this Agreement, AMR will offer two Medical First Responder courses to the public, which may be attended by fire-rescue department personnel (career and volunteer), in Hinds County, including the municipalities. The Contract Administrator shall determine the locations at which these Medical First Responder courses are taught. AMR may set a minimum number of enrollees required to teach such courses. The courses will adhere to the national standard curriculum for Medical First Responders as promulgated by the National Highway Traffic Safety Administration. AMR shall provide qualified instructors and shall not charge a fee to fire-rescue department personnel who attend the course.

AMR shall allow any caregiver in the Hinds County emergency medical system to attend courses AMR offers at no charge except for externally-imposed fees (such as the fee which must be paid to the American Heart Association for documentation of successfully completing a CPR course). Both parties acknowledge that many courses can accommodate no more than a pre-determined number of enrollees. AMR will offer a variety of courses at locations convenient to agencies with EMS personnel. Enrollment must be for a form of training appropriate to the caregiver's current certifications or to certifications the caregiver is actively pursuing.

3.4.5 Medical Control and Physician Direction for Appropriate First Responders and Their Agencies. AMR will extend the services of its off-line (administrative) Medical Director to appropriate first responders and the agencies with which those responders are affiliated. AMR shall also ensure that online Medical Control is available 24 hours per day as appropriate to those same first responders. The parties acknowledge that online Medical Control includes radio or phone orders from qualified hospital-based emergency physician(s) in real time contact with caregivers treating a patient in the field. AMR shall not charge individual first responders or their agencies for such online and offline Medical Control and physician direction.

3.4.6 EMS Standby Service. AMR shall use its best efforts to provide standbys at no charge for events including but not limited to runs, walks and festivals which are conducted by governmental and non-profit organizations or by for-profit organizations when at least one non-profit service agency is a beneficiary of the event. If a for-profit organization requests a standby and the event will not at least in part benefit a non-profit entity, then AMR may charge the for-profit concern a fee for the standby.

AMR may establish contracts for paid standby service with governmental or non-profit entities if the entity needs standby's frequently and / or repeatedly or as otherwise justified. For example, due to the large number of football games each year, AMR may charge reasonable fees for standby's at public or private school and college football games.

AMR will process all requests for donated standby service with the good-faith intent to provide each standby as circumstances permit. The parties acknowledge and accept that circumstances (e.g., high volume of calls from the community for emergency responses) may prevent AMR's providing a given standby. AMR will develop, maintain and consistently observe procedures for receiving and processing standby requests whether donated or paid.

AMR is not required to provide ALS resources to cover all standby's. However, if AMR sends BLS resources to stand by at an event, then, consistent with all applicable provisions in this Agreement, such BLS standby personnel and BLS-level vehicles may not transport a patient or patients from the event.

Other than fire-rescue departments and hospitals based in Hinds County, no other entity may provide emergency medical standby services, donated or paid, in Hinds County including the municipalities therein without explicit prior approval from AMR as EMS Lead Agency. The parties acknowledge that some events are so large, such as a marathon, that hospitals based in Hinds County and / or fire-rescue departments in Hinds County have historically provided and are needed to provide portions of on-site non-transport emergency medical standby coverage. No entity may transport patients from a standby event which has not received from the County a certificate of need, license and permits as required in the County's Ordinance for Ambulance Service. AMR may, at its own discretion, establish on-going ("standing" or "blanket") agreements with entities of AMR's choosing to provide non-transport standby service at specified events.

3.4.7 Community Involvement and Public Education. AMR shall, at its sole expense, maintain and execute a program of support for various civic, philanthropic and charitable causes. Such activities may include but are not limited to donated standby's; participation in educational events such as health fairs and career fairs; presentations at schools, churches, community centers, festivals and other venues so as to teach a wide range of audiences (particularly high-risk locations and high-risk populations such as children, teenagers and elders); purchase of advertisements from non-profit entities (e.g., for use in printed programs or newsletters or banners on websites); outreach through the mass media via news releases, website postings, talk show appearances, public service announcements and purchased advertisements; and direct financial contributions of cash and in-kind service with one example being support of programs providing disadvantaged students with back-

to-school supplies. AMR shall, as befitting a given initiative, collaborate with first responder agencies, civic organizations and other entities as part of its community involvement program. AMR will also collaborate with governmental bodies (including state and county health departments, fire-rescue department and law enforcement agencies), coalitions and other entities focused on enhancing the health and safety of Hinds County residents and visitors (e.g., the Mississippi Healthcare Alliance, Mississippi SafeKids and Seniors and Law Enforcement Together). AMR's community involvement program emphasize (i) disseminating information and imparting skills for preventing, preparing for and responding properly to medical and trauma emergencies; (ii) enhancing the public's understanding of the EMS system; (iii) specifying ways that citizens can help AMR and other providers of EMS in giving patients the best chance of survival with the least disability and (iv) fostering good will toward and cooperation with EMS providers. In addition, AMR will contribute to economic development efforts in Hinds County. Such activities may include but are not limited to participating in chambers of commerce based in Hinds County; engagement with the Mississippi Economic Council; supporting minority business owners' organizations; providing scholarships for EMT training and hiring Hinds County youths for summer jobs.

3.5 Accept All Requests.

3.5.1 All Calls. AMR will not fail to respond to an emergency call originated within the County, or fail to render medically-necessary assessment, treatment and transport to any patient for any reason, including the patient's perceived, demonstrated or stated inability to pay for such services, or because of the location of the patient within the County or because of the unavailable status or location of any ambulance at the time of the request.

3.5.2 Abusers. Notwithstanding the above, AMR may decline service to individual who repeatedly abuses the EMS system, to wit:

In circumstances whereby AMR repeatedly responds to a specific patient for the same chief complaint and said chief complaint has not previously warranted an emergency medical transport, AMR may designate the patient as an "abuser of the EMS system" and so notify the County's Contract Administrator. Such notification must include the name of the abuser, his / her address (if he / she has a permanent residence known to AMR), chief complaint and the history of AMR's responses to his or her calls. The Contract Administrator shall promptly decide if he / she agrees with AMR that a pattern of abuse exists in that no medical necessity for emergency ambulance transport has been shown during multiple responses to the identified individual. The Contract Administrator will then promptly notify AMR of his /

her concurrence or non-concurrence with AMR's classifying the patient as an EMS system abuser. If the County Administrator sends AMR notice of concurrence, then AMR may cease to respond with an ambulance as its first response to requests for emergency ambulance transportation from the abuser for the same chief complaint. Thereafter, when AMR receives a request for emergency ambulance transport from said patient classified as an abuser or from another person calling on behalf of said abuser for the same chief complaint, AMR will send a paramedic supervisor or sprint medic to discern if the request for emergency ambulance transport meets the criteria of medical necessity. If an emergency ambulance transport is not medically necessary, the paramedic supervisor or sprint medic will notify AMR's operations manager or the operations manager's designee for a decision. If the operations manager or his / her designee is in doubt, the operations manager or his / her designee will contact online Medical Control, advise online Medical Control of the patient's situation, and ask for advice and a decision.

Management of calls from patients classified as abusers will include connecting the caller with the operations manager or his / her designee for the purpose of confirming the assessment of the on-scene paramedic supervisor or sprint medic. Medical Control may be utilized if questions arise as to the medical necessity for an emergency ambulance transport. If at any time during the interaction with the patient, the abuser's request for an emergency ambulance transport is determined to be valid, AMR will dispatch an ALS ambulance immediately.

3.5.3 Private Alarms: AMR is not responsible for responding to requests by independent alarm companies for unconfirmed emergencies; however, AMR may choose to respond to such calls based on information provided by an alarm company when the alarm company believes an emergency is in fact occurring at the location involved.

3.6 Information Provided to the County. In addition to any other information required to be provided herein, AMR will provide the following information pertaining to AMR's obligations under this Agreement to the County:

3.6.1 Daily Reports

- a. Dispatch log report, which will include but is not limited to dispatches of ambulances and sprint medics, instances in which the arrival of the sprint medic stopped the response time clock for AMR and instances when the sprint medic determined no ambulance was needed on the scene and notified AMR's communications center to discontinue the dispatched ambulance's mission

- b. Operations daily report (to be designed and mutually agreed-upon by AMR and the Contract Administrator) including but not limited to sprint medic runs
- c. Key content of customer feedback, positive and negative (including complaints)

3.6.2 Monthly Reports

- a. Compliance with Response Time Reliability Standards: Reported separately for the City of Jackson, City of Clinton, City of Byram and Hinds County outside Jackson, Clinton and Byram, a summary of response time performance compared to standards in Section 3.3 for each ambulance call as well as each sprint medic call, with backup information including time of receiving each call for service, other response intervals and reasons for excluding calls from calculating compliance with the standards
- b. Comprehensive clinical quality assurance reports as requested by the Contract Administrator
- c. Other such reports as the Contract Administrator's may reasonably request for his/her review and action (e.g., a response time compliance report for the City of Jackson Fire Department with content the Contract Administrator specifies)

3.6.3 Annual Reports

- a. Audited financial statements by a certified public accountant for AMR or its parent company, Envision Healthcare Corporation
- b. Copy of AMR's affirmative action recruitment plan
- c. Report on number and percentage of minority employees and number of and percentage of women employees and their employee classifications (e.g., clerical, EMT, Paramedic and so on).
- d. Copy of AMR's education assistance plan

3.6.4 Upon request of the County, any other reasonable, non-confidential information.

3.7 Emergency Equipment.

AMR will use vehicles and equipment that meet or exceed state and local requirements for rendering, as applicable to the calls assigned to any given vehicle and crew, Advanced Life Support and/or Basic Life Support. AMR's vehicles and equipment will comply with the federal specifications for ambulances (known as "KKK-A-1822C") as outlined by the General Services Administration ("GSA") and standards nationally-accepted in the ambulance industry.

AMR will not respond to known or presumed Emergency Transport Calls using ambulances and personnel with BLS-only capability.

In addition, as of February 15, 2018, AMR will not respond to Emergency Transport Calls in Hinds County with any ambulance which has been in service in Hinds County or elsewhere for more than five years or which has an odometer reading of more than 225,000 (two hundred twenty-five thousand) miles. No later than the same day a vehicle completes five years of service in Hinds County or elsewhere or accumulates more than 225,000 miles, AMR will take the vehicle out of service for Emergency Transport Calls (Priority One and Priority Two) and no longer operate it as an emergency response vehicle in Hinds County. Each replacement emergency ambulance must be new. Neither "refurbished" / "reconditioned" ambulances nor ambulances with new engines installed in order to keep them in operation are acceptable as means of replacing vehicles which were in emergency service more than five years in Hinds County or elsewhere or which have accumulated more than 225,000 miles, except that box-style patient compartments may be remounted onto new chassis. The Contract Administrator will closely monitor AMR's compliance with the requirements of this Section 3.7. The Contract Administrator is required to immediately inform his direct superior and the president of the Board of Supervisors when he determines that AMR has violated the provisions of this Section 3.7. The Board of Supervisors may declare AMR's failure to comply with this Section to be a breach of contract in accordance with Section 4.1.1.a.

3.8 Personnel. AMR personnel standards will meet or exceed the standards required by local, state and federal law, ordinance or regulation for Advanced Life Support, Basic Life Support and Emergency Medical Dispatch, at the level of certification applicable to each member of AMR's workforce.

3.9 Insurance. AMR will maintain insurance coverage as follows:

- 3.9.1 Liability insurance for damages arising out of **bodily injury or death** of one or more persons in any one accident of \$1,000,000.00 (one million dollars)
- 3.9.2 Liability insurance for any **injury to or destruction to property** in one accident of \$1,000,000.00 (one million dollars)
- 3.9.3 Liability insurance for any **combination of damages** not to exceed \$1,000,000.00 (one million dollars)
- 3.9.4 General **comprehensive liability and professional liability insurance** with single incident limit of \$1,000,000.00 (one million dollars) and annual aggregate limit of \$1,000,000.00 (one million dollars)
- 3.9.5 **Workers compensation** insurance required by law.

3.9.6 Hinds County and the City of Jackson, City of Clinton and City of Byram will be named as **additional insureds**.

3.10 Choice of Hospital. AMR will transport each and every patient to a near hospital of his or her choice (within thirty (30) minutes of the point of origin of the transport) unless (a) Medical Control orders an alternate destination based on the patient's medical condition and / or (b) patient preference is over-ridden by current State of Mississippi laws, regulations or patient destination protocols such as those governing transportation of patients with certain time-sensitive conditions (e.g., patients suffering trauma or specified forms of heart attack).

3.11 Compliance with Laws. AMR will comply with any and all ordinances and regulations of the State of Mississippi, its agencies and departments, and any and all rules, regulations and statutes of the United States of America and its agencies and departments. AMR will comply with any and all ordinances and regulations of Hinds County. The parties acknowledge and agree that the County's acceptance of AMR as the County's source of ambulance service countywide, as evidenced by the County's having approved and having entered into this Agreement with AMR, constitutes the license and permits required in the County's Ordinance for Ambulance Service.

3.12 Quality Assurance. AMR will maintain a comprehensive internal quality assurance program to ensure that services provided are of high caliber. The County shall regard and accept AMR's compliance with Section 17 in this Agreement, which mandates AMR's uninterrupted accreditation from the Commission on the Accreditation of Ambulance Services, as demonstration that AMR has developed and implemented such a program.

AMR will report the results of its comprehensive clinical quality assurance program to the Contract Administrator quarterly, in compliance with Section 3.6.2.b.

In addition, AMR shall promptly notify the Contract Administrator of any and all complaints from patients, patients' families and others which come to the attention of an AMR supervisor or manager. AMR shall instruct all employees to bring complaints promptly to a supervisor or manager. The Contract Administrator shall promptly inform AMR of any and all complaints which come to his / her attention. AMR and the Contract Administrator will devise and use procedures for receiving, sharing, documenting and seeking resolution to complaints. Both parties acknowledge the timeframe constituting "prompt notification" from AMR may vary based on the complexity of a complaint.

AMR shall make a good-faith effort to resolve each complaint to the complainant's satisfaction. If AMR resolves a complaint shortly after receiving it, then AMR's notification to the County Administrator shall include a description of the resolution. If AMR has not resolved the complaint shortly after receipt, then AMR shall provide the Contract Administrator a follow-up report with the resolution in a timely manner. The extent to which the Contract Administrator is involved in researching and resolving a complaint shall vary with the complexity of the issues. Consistent with Section 9 ("Management Responsibility"), the Contract Administrator cannot impose a specific resolution on AMR. The parties acknowledge and accept: Some complaints will not reach an AMR supervisor, AMR manager or the Contract Administrator until substantial time has passed.

3.13 Medical Control. AMR will, at its sole expense, maintain involvement with existing Medical Control structures and will interact with established medical boards. AMR will contract with a qualified physician who will (a) serve as a liaison with the community of physicians and (b) provide off-line (administrative) medical direction. AMR's administrative medical director shall fulfill duties defined by regulations of the Mississippi Department of Health, to include clinical quality assurance and pursuing enhancements in all clinical aspects of AMR's operation serving Hinds County. Also see Section 3.4.5.

3.14 Non-discriminatory Employment Practices. AMR will afford equal employment opportunity with no discrimination based on race, color, religion, sex, age, physical handicap or national origin, with respect to hiring, compensation, promotion, training and all other conditions of employment. In addition, AMR will sponsor six (6) scholarships of \$750 (seven hundred and fifty dollars) each per year of the term of this Agreement for EMT training at Hinds Community College, with said scholarships reserved for residents of Hinds County. AMR shall inform the College of AMR's desire that fire-rescue personnel be given preference as recipients of the scholarships. Further, AMR will use its best efforts so that twenty percent (20%) or more of its expenditures for goods and services which the company buys from vendors based in Hinds County shall be spent with minority-owned and/or female-owned businesses based in the County.

4.0 Term of Agreement. This Agreement shall have an initial term of five (5) years, commencing on September 1, 2016 and ending at midnight on August 31, 2021. The parties accept and covenant that this Agreement will automatically renew for an additional five (5) years unless one party gives the other party written notice stating the sending party's opposition to such automatic renewal and such written notice of opposition reaches the other party at least six months prior to midnight of August 31, 2021. The initial five years and, if implemented, the five-year renewal shall be known as the Term.

4.1 Termination by the County.

4.1.1 Events of Default. Each of the following acts, omissions or occurrences shall constitute an "Event of Default" hereunder:

- a. Failure by AMR to observe and perform in any material way any covenant, warranty, term or provision of this Agreement, which failure shall continue for a period of thirty (30) days after notice thereof is given to AMR by the County specifying such failure and requesting that it be remedied;
- b. AMR shall cease doing business as a going concern;
- c. AMR shall commence a voluntary case or proceeding in bankruptcy or seek liquidation, reorganization, arrangement, readjustment of its debts or for any other relief under the federal bankruptcy laws, as amended, or under other insolvency act or law, state or federal, now or hereafter existing, or shall take any other action indicating its consent to, approval, or acquiescence in any such case or proceeding; AMR shall apply for, or consent to or acquiesce in, the appointment of a receiver, liquidator, custodian, sequestrator, or a trustee for all or a substantial part of its property; AMR shall make an assignment of a substantial portion of its assets for the benefit of its creditors; AMR shall fail or shall admit in writing its failure to pay its debts generally as such debts become due;
- d. There shall be filed against AMR an involuntary petition in bankruptcy or seeking liquidation, reorganization, arrangement, readjustment of its debts or any other relief under the federal bankruptcy laws, as amended, or under any other insolvency act or law, state or federal, now or hereafter existing, or a receiver, liquidator, custodian, sequestrator, or trustee of AMR for all or a substantial part of its property shall be appointed without the consent or approval of AMR or a warrant of attachment, execution or similar process against any substantial part of the property of AMR is issued; and the continuance of any such event or events for thirty (30) days undismissed or undischarged within such thirty (30) days, the entering of an order for relief under the United States Bankruptcy Code.

4.1.2 Remedies. Whenever an Event of Default as set forth in Section 4.1.1 has occurred, any and all of the following remedies shall be available to the County:

- a. Upon the occurrence of an Event of Default under Section 4.1.1.a, if the County determines that AMR has failed to cure such breach within thirty (30) days of notice thereof, the County may give AMR written notice of termination of this Agreement.
- b. Upon the occurrence of an Event of Default under Subsection 4.1.1, b. through d. the County may, at its option, give AMR written notice of termination of this Agreement.
- c. Notwithstanding anything hereinabove set forth, upon the occurrence of an Event of Default, the County may give written notice to AMR of termination of this Agreement; provided, however, pending the date of final termination, the County may require AMR to continue to provide Advanced Life Support Ambulance Service to the County as required herein, for a period of up to one hundred eighty (180) days and, during such time, AMR shall cooperate with the County to prepare and accomplish a transfer of operation of said service to the County or a party of the County's determination upon the date of final termination. During such period pending the date of final termination, the terms and conditions of this Agreement shall remain in force and the County and AMR shall continue to perform pursuant to this Agreement.

Further, notwithstanding any portion of this Section 4, "Term of Agreement," the County may rescind its approval of AMR's sprint medic service by a majority vote of the Board of Supervisors, with the sprint medic service to cease within 72 hours of such vote.

- d. In the event this Agreement is terminated by the County pursuant to Section 4.1 hereof, the County may, at its option, require AMR to transfer to the County all of its right, title and interest in and to any of the Equipment pursuant to the terms and conditions set forth in Section 4.2.2.b.
- e. AMR and the County acknowledge that the intent of Subsection 4.1.2.d. above is to provide security to the County of AMR's performance under this Agreement and AMR agrees to execute such documents, including, but not limited to, Uniform Commercial Code Financing Statements, deemed necessary and appropriate by the County to perfect the County's interest in the Equipment and such other documents as are deemed necessary to transfer the Equipment as set forth herein.

- f. Upon termination of this Agreement by the County, AMR shall refund to the County any unearned subsidy payments made by the County to AMR pursuant to Paragraph 2.1 hereof.
- g. The County may take such other action, at law or in equity, as it may deem appropriate.

4.1.3 Specific Performance Not Available. If the County gives AMR written notice of termination because of an Event of Default and AMR disagrees that an Event of Default has occurred entitling the County to remedies herein set forth, notwithstanding any other remedy AMR may have at law or equity, AMR may not seek specific performance of this Agreement or seek injunctive relief or any other remedy at law or equity which would have the effect of allowing AMR to continue to perform pursuant to this Agreement.

4.2 Termination by AMR.

4.2.1. Events of Default. Each of the following acts, omissions or occurrences shall constitute an "Event of Default" hereunder:

- a. Any material term or condition of this Agreement is invalid and / or unenforceable by AMR;
- b. Failure of the County to have the requisite authority to enter into this Agreement and / or the Agreement with the City of Jackson or to enact the Ordinances for ambulance service;
- c. The County or the City of Jackson, or any agency thereof, makes any change to any statutes, regulations or ordinances and such change materially affects or impairs AMR's ability to perform hereunder or any ordinance of the County or the City of Jackson is deemed invalid or unenforceable and such invalidity or unenforceability materially affects or impairs AMR's ability to perform hereunder; and
- d. Failure by the County to observe or perform in any material way, any covenant, warranty, term or provision of this Agreement.

4.2.2 Remedies. Whenever an Event of Default referred to Section 4.2.1 shall have occurred, each of the following remedies will be available to AMR:

- a. AMR, upon one hundred eighty (180) days written notice to the County, may elect to terminate this Agreement.
- b. The County, at the expiration of the one hundred eighty (180) days notice period pursuant to Section 4.2.2.a. may be required to
 - (1) purchase any unencumbered Equipment at its assigned casualty value;
 - (2) assume any loan or lease purchase obligations on any of the Equipment and purchase such Equipment by paying AMR the difference between the casualty value for such Equipment and the present value (calculated at ten percent (10%) discount) of future loan or lease purchase payments;
 - (3) become the assignee of any lease (non-lease purchase) agreement for Equipment.

AMR will transfer all of its right, title and interest in and to and the County will assume all of the incidents of ownership for the Equipment obtained pursuant to Subsections 4.2.2.a. and b.

- c. The remedies provided in Section 4.2.2 will be AMR's sole and exclusive remedies hereunder; provided, however, if the County terminates this Agreement because of an alleged Event of Default under Section 4.1.1.a and AMR disagrees that such an Event of Default has occurred, AMR may seek other relief available at law or equity subject only to the restrictions of 4.1.3 hereof.

4.3 Employment of EMS Employees. In the event of termination of this Agreement by the County or AMR, AMR consents to the County's offering employment to any AMR employee in the company's central Mississippi market.

5. Authority to Enter Into This Agreement.

5.1 Authority of AMR. AMR warrants that it has the full corporate power and authority to enter into this Agreement and that AMR's national president and / or chief executive officer or his or her designee is authorized to execute this Agreement on behalf of AMR.

5.2 Authority of the County. The County represents and warrants that it has the full statutory and regulatory authority to enter into this Agreement, that the Board of Supervisors has taken the necessary action to approve this Agreement, and that the President of the Board of Supervisors is authorized to execute this Agreement on behalf of the County.

6. **Contract Administrator.** The Hinds County Board of Supervisors will designate an individual to administer this Agreement on behalf of the County. That person shall be either the top administrator / manager in the Hinds County Emergency Management Agency or his / her designee. All routine communications between the County and AMR will take place through such Contract Administrator.

7. **Claims.** The County will immediately notify AMR and AMR will immediately notify the County of all legal claims, complaints and actions against the County and AMR arising out of or related to the subject matter hereof, including, but not limited to, the performance of the services hereunder, and the authority of the County to enter into this Agreement and / or to enter into the Agreement with the City of Jackson, or to enact the ordinances attached hereto.

8. **Relationship of the Parties.** It is understood that under this Agreement, AMR is an independent contractor and that this Agreement is not intended to create and shall not be construed as creating the relationship of agent, servant, employee, partnership, joint venture, or association or any other relationship whatsoever other than that of independent contractor.

9. **Management Responsibility.** AMR acknowledges that the County has responsibility for public concerns related to the operation of ambulance service within the County. The County acknowledges that AMR has the responsibility to govern the day-to-day management details of the service and the County will respect the management decisions of AMR. All management authority normally exercised by an ambulance service is retained by AMR except as expressly reserved to the County by the terms of this Agreement. AMR's management authority includes, but shall not be limited to, the following: AMR shall have the authority to select station locations, determine the deployment of EMS resources (subject to obtaining approval from the Contract Administrator on substantial modifications of AMR's deployment plan, as provided below), select employees and establish terms of employment, including compensation, benefits and working conditions; determine staffing requirements; select equipment and vehicles which comply with applicable local, state and federal laws and regulations and adopt policies with respect to the purchase, lease, sale, maintenance, operation and replacement of such equipment and vehicles excepting the County's requirements of AMR for replacement of vehicles in Section 3.7.

Further, at such times as AMR wishes to substantially modify its deployment plan (also known as "posting plan"), AMR must first present the proposed new plan to the Contract Administrator for his / her review. If the Contract Administrator does not approve AMR's proposed substantially-modified posting plan, then AMR may not implement said new plan. AMR will then confer with the Contract

Administrator to amend the proposed new posting plan such that the Contract Administrator approves it. If AMR and the Contract Administrator reach an impasse, then either AMR or the Contract Administrator may involve the Contract Administrator's direct superior, and / or the county administrator and / or the president of the County Board of Supervisors. AMR shall not implement the proposed substantially-modified posting plan until the impasse is resolved.

Throughout the Term of this Agreement, AMR will use its best efforts to post or base EMS resources from the company at strategically-selected fire stations in one or more cities in the County and / or at strategically-selected fire stations elsewhere in the County. Each of AMR's deployment plans shall, as befitting the plan as a whole, provide for posting or basing portions of the company's EMS resources at strategically-selected fire stations as described above, and AMR shall implement and apply its best efforts to maintain such posts or bases at fire stations throughout the Term.

10. Indemnity.

10.1 AMR's Indemnification of the County. AMR will indemnify, hold harmless and exempt the County and its representatives, officers, agents, servants and employees from and against any and all liability, suits, actions, legal proceedings, claims, demands, damages, costs, expenses and attorneys' fees arising out of or in any way concerning or incident to any work done by AMR in the performance of this Agreement or arising out of a willful or negligent act or omission of AMR, its officers, agents, servants and employees (including such individual acting contrary to this Agreement); provided, however, that AMR will not be liable for any suits, actions, legal proceedings, claims, demands, damages, costs, expenses and attorney's fees solely arising out of a willful or negligent act or omission of the County, or its representatives, officers, agents, servants and employees. AMR and the County will mutually agree to the employment of counsel, such agreement not to be unreasonably withheld, to defend or represent the County against any liability, suits, actions, legal proceedings, claims, demands or damages hereunder.

10.2 County's Indemnification of AMR. To the extent permitted by Mississippi law, the County will indemnify, hold harmless and exempt AMR and its officers, agents, servants and employees from and against any and all liabilities, suits, actions, legal proceedings, claims, demands, damages, costs, expenses and attorneys' fees arising out of in any way concerning or incident to any work done by the County or its representatives, officers, agents, servants and employees in the performance of any service contemplated by this Agreement (including such individual acting contrary to this Agreement) or arising out of a willful or negligent act or omission of the County or its representatives, officers, agents, servants and employees. AMR and the County will mutually agree to the employment of counsel, such agreement not to be unreasonably withheld, to defend or represent AMR against any liability, suits, actions, legal proceedings,

claims, demands or damages hereunder. The County will also indemnify and hold harmless AMR, to the extent permitted by Mississippi law, for any and all liability, suits, actions, legal proceedings, claims, demands, damages, costs, expenses and attorney's fee arising of any action brought by a third party contesting the validity of this Agreement, the authority of the County to enter into this Agreement, the authority of the County to enter into the Agreement with the City of Jackson (or the validity of the Agreement with the City of Jackson), the authority of the County to enact ordinances, or the validity of any such ordinance as it affects AMR; provided, however, that the County will not be liable for any suits, actions, legal proceedings, claims, demands, damages, costs, expenses or attorney's fees solely arising out of a willful or negligent act or omission of AMR, or its representatives, officers, agents, servants and employees.

11. **Force Majeure.** AMR's performance of its obligations hereunder shall be excused in the event and during the period that such performance is prevented by a cause or causes beyond the reasonable control of AMR. Such causes shall include, but shall not be limited to the following: acts of God; adequate supplies of fuel, power or materials; judicial or governmental laws, regulations, requirements, orders or actions; injunctions or restraining orders which are ultimately determined to have been wrongfully granted; the failure of any governmental body to issue or grant, or the suspension or revocation of, licenses, permits or other approvals or authorizations necessary for the performance of the services contemplated by this agreement; or national defense requirements.
12. **Entire Agreement.** This Agreement contains the entire agreement between the parties with respect to the subject matter hereof and supersedes all prior and contemporaneous arrangements or understandings with respect thereto.
13. **Notices.** Any notice required to be given to the County or AMR shall be in writing, signed by the party giving such notice, and may be personally served, delivered via facsimile, sent by overnight courier or by United States certified mail, and shall be deemed to have been given when delivered in person or received via facsimile as shown by the sender's confirmation report, one (1) day after delivery to the office of such overnight courier service, or three (3) days after depositing the same in the United States mail, postage and registration fees prepaid, properly addressed to the other party for whom intended, at the following address or to such other address as the party being given such notice shall from time to time designate to the other by notice given in accordance herewith:

To AMR:

Executive Director
 American Medical Response
 12020 Intraplex Parkway
 Gulfport, MS 39503
 Telephone Number for top manager in Jackson: 601-368-2304
 Facsimile Number for top manager in Jackson: 601-982-5491

With Mandatory Copy to:

Legal Department
 American Medical Response, Inc.
 6200 South Syracuse Way, Suite 200
 Greenwood Village, CO 80111
 Telephone Number: 1-800-375-0564
 Facsimile Number: 303-495-1288

To Hinds County: Hinds County EMS Coordinator
 PO Box 22568
 Jackson, MS 39225-2568
 Physical address: 300 North State Street, Jackson, MS 39201
 Telephone Number: 601-960-1476
 Facsimile Number: 601-355-9943

Any notice required to be given to any Supervisor of the County shall be in writing; signed by the party giving such notice; delivered by United States certified mail, return receipt requested; properly addressed to the individual Supervisor by name and addressed to the same address as designated for the County in accordance with this paragraph; and shall be deemed to be delivered when indicated on such return receipt.

14. **Modification.** No provision of this Agreement can be modified, changed, discharged or terminated except by an instrument in writing signed by the party against whom the enforcement of any modification, change, discharge or termination is sought.
15. **Governing Law.** This Agreement shall be governed by and construed in accordance with the laws of the State of Mississippi.
16. **Partial Enforceability.** If any provision of this Agreement, or the application of the provision to any entity or circumstances shall be held invalid, the remainder of this Agreement, or the application of that provision to entities or circumstances other than those with respect to which it is held invalid, shall not be affected thereby.
17. **National Accreditation.** Consistent with the County's Ordinance for Ambulance Service, AMR will maintain accreditation with the Commission on the Accreditation of Ambulance Services throughout the Term of this Agreement.
18. **Compliance.** The parties will comply in all material aspects with all federal and state laws and regulations, including the federal Anti-kickback statute.

19. **Compliance Program and Code of Conduct.** AMR has made available to each party a copy of its Code of Conduct, anti-kickback policies and other compliance policies, as may be changed from time-to-time, at AMR's web site located at: www.amr.net, and each party acknowledges receipt of such documents. AMR warrants that its personnel shall comply with AMR's compliance policies, including training related to the Anti-kickback statute.
20. **Non-Exclusion.** Each party represents and certifies that neither it nor any practitioner who orders or provides Services on its behalf hereunder has been convicted of any conduct that constitutes grounds for mandatory exclusion as identified in 42 U.S.C. § 1320a-7(a). Each party further represents and certifies that it is not ineligible to participate in Federal health care programs or in any other state or federal government payment program. Each party agrees that if the Department of Health and Human Services' Office of Inspector General excludes it, or any of its practitioners from participation in Federal health care programs, the party must notify the other party with five (5) days of knowledge of such fact, and the other party may immediately terminate this Agreement, unless the excluded party is a practitioner or employee who immediately discontinues ordering or providing Services hereunder.
21. **Referrals.** It is not the intent of either party that any remuneration, benefit or privilege provided for under the Agreement shall influence or in any way be based on the referral or recommended referral of either party of patients to the other party or its affiliated providers, if any, or the purchasing, leasing or ordering of any services other than the specific services described in this Agreement. Any payments specified herein are consistent with what the parties reasonably believe to be a fair market value for the services provided.

Signature page immediately follows. / Exhibits follow signature page.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as duly authorized by their respective entities.

For Hinds County, Mississippi

By: Peggy Hobson Calhoun

Peggy Hobson Calhoun, Vice President

Hinds County Board of Supervisors

Date: Aug. 3, 2016

Notarization: I attest that a person who I know to be Peggy Hobson Calhoun, Vice President of the Hinds County, Mississippi, Board of Supervisors, appeared before me this date and signed this present document.

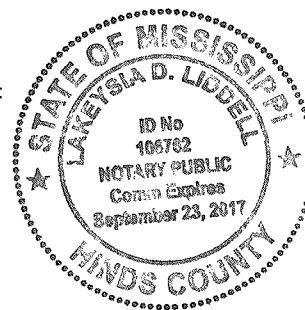
Printed name of notary: Lakeysia D. Liddell

Date: Aug. 3, 2016

Signature of notary: Lakeysia D. Liddell

My commission expires: 9-23-17

Seal and / or stamp:



For Mobile Medic Ambulance Service, Inc. d/b/a American Medical Response

By: Edward Van Horne

Edward Van Horne, President and Chief Executive Officer

American Medical Response

Date: _____

Notarization: I attest that a person who I know to be Edward Van Horne, President and CEO of American Medical Response (AMR), appeared before me this date and signed this present document.

Printed name of notary: Nellie E. Phifer

Date: 8-5-16

Signature of notary: Nellie E. Phifer

My commission expires: 5-6-20

Seal and / or stamp:

